BENGALURU SOLID WASTE MANAGEMENT LIMITED

REQUEST FOR PROPOSAL (RFP)

for

"End-to-End Service of Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis) Bengaluru West City Corporation -Package 3"

December-2025

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-4, 1st Floor, UNI Building, Thimmaiah Road, Millers Tank Bund Area, Vasant Nagar Bengaluru – 560 052

****

No: DGM-4/BSWML/ TEND/ 02/ 2025-26/CALL-2 Date: 04.12.2025

:: Short Term Tender ::

2nd CALL
REQUEST FOR PROPOSAL (RFP)
(Through **KPPP** only)

1. The Deputy General Manager-4, on behalf of Managing Director, BSWML invites fresh proposals for **"End-to-End service of Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis)"**. Any reputed NGO/Sole Proprietor/ Trust/ HUF/Partnership/Companies registered under Companies Act 1956/2013 and running a processing facility with consent of KSPCB (CFO) is only eligible for undertaking the above services. In this tender a bidder can bid for all packages.

2. Any Bidder blacklisted/ barred by Bengaluru Solid Waste Management Company Limited ("BSWML") / any other entity of Government of Karnataka or by any State Government or Central Government / department / Urban local body /name lender of the officials of the corporation or the corporators, including nominated members or other elected member/such agency in India from participating in bidding process individually as on the Bid Due Date and if such bar subsists, such Bidder/s shall not be eligible to participate in this RFP.

3. RFP documents may be downloaded from Government of Karnataka Public Procurement Portal https://kppp.karnataka.gov.in/ under login for Contractors: After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to find the details of RFP and download copy of the tender. The tender document can be downloaded in the portal from **08.12.2025.** Only Interested Service Provider who wishes to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

4. Tenders must be submitted online through KPP Portal on or before **24.12.2025 @ 4.00 p.m.** and the opening of tenders will be as per the KPPP portal guidelines.

5. Other details can be seen in the tender documents.

Package No.	Name of the Corporation	Amount Put to Tender per annum (Rs. In Lakhs)	EMD (In Rs)	Cost of Tender Document	Contract period
1	Bengaluru Central City Corporation	21.9	43,800	As per KPP Portal	60 Months
2	Bengaluru East City Corporation	10.95	27,500	As per KPP Portal	60 Months
3	Bengaluru West City Corporation	21.9	43,800	As per KPP Portal	60 Months
4	Bengaluru North City Corporation	16.425	41,500	As per KPP Portal	60 Months
5	Bengaluru South City Corporation	10.95	27,500	As per KPP Portal	60 Months

NOTE:

1. Pre bid meeting will be held on **15.12.2025** at 15:00 hours in office of the Deputy General Manager, BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.
2. Technical qualification documents along with necessary information/documents must be uploaded to the KPPP portal https://kppp.karnataka.gov.in/ as per tender document on or before 16:00 hours on 24.12.2025 and First Folder containing the Techno-Commercial tender will be opened through e-portal only on 26.12.2025 after 16:30 hours at the stipulated venue, in the presence of the Tenderers or their authorized representatives who wish to attend If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue
3. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderer's responsibility to verify the KPPP portal for the latest information related to the tender, KPPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of e- procurement portal due to internet connectivity issues and technical glitches.

4. Any corrigendum/addendum will be published in the KPPP portal only.

Time Schedule/Calendar of events:

1	**Pre Bid Meeting**	**:**	**On 15.12.2025 at 15.00 Hrs**
2	**Last Date & Time for uploading documents**	**:**	**On 24.12.2025 up to 16:00 Hrs**
3	**Opening of Technical Bid**	**:**	**On 26.12.2025 at 16.30 Hrs**

Sd/-
Deputy General Manager-4

CONTENTS

DISCLAIMER .....
1. INTRODUCTION.....
1.1. Background.....
1.2. Brief description of Bidding Process.....
2. INSTRUCTIONS TO BIDDERS .....
A. GENERAL.....
2.1. General Terms of Bidding .....
2.2. Eligibility of Bidders.....
2.3. Change in Consortium.....
2.4. Cost of Bidding.....
2.5. Site visit and verification of information .....
2.6. Right to accept or reject any or all Bids .....
B. DOCUMENTS.....
2.7. Contents of the RFP .....
2.8. Clarifications .....
2.9. Amendment of RFP .....
C. PREPARATION AND SUBMISSION OF BID .....
2.10. Format and signing of Bid .....
2.11. Sealing and Marking of Bids .....
2.12. Bid Due Date .....
2.13. Late Bid.....
2.14. Contents of Financial Bid .....
2.15. Withdrawal of Bids .....
2.16. Rejection of Bids.....
2.17. Validity of Bids .....
2.18. Confidentiality .....
2.19. Correspondence with the Bidder .....
D. BID SECURITY.....
2.20. Bid Security .....
3. EVALUATION OF BIDS.....
3.1. Opening and Evaluation of Bids .....
3.2. Tests of responsiveness & Evaluation For Qualification & Financial Bid.....
3.3. Evaluation parameters .....
3.4. Eligible Experience .....
3.5. Details of Experience.....
3.6. Financial information for purposes of evaluation.....
3.7. Evaluation of the Financial Bid.....
3.8. Contacts during Bid Evaluation .....

4. FRAUD AND CORRUPT PRACTICES .....
5. PRE-BID CONFERENCE .....
6. MISCELLANEOUS .....
SCHEDULE A: List of City Corporations .....
SCHEDULE B: City Corporation wise Details .....
SCHEDULE C: Scope of Work .....
APPENDIX - I: Letter of Bid .....
APPENDIX - II: Details of Bidder .....
APPENDIX - III: Statement of Legal Capacity .....
APPENDIX - IV: Power of Attorney for signing of Bid .....
APPENDIX – V: Power of Attorney for Lead Member of Consortium .....
APPENDIX – VI: Technical Capacity of the Bidder .....
Annexure I: Experience Data Sheet .....
Annexure II: Handling Capacity .....
Annexure III: Affidavit for Handling Capacity of the Bidder .....
Annexure IV: Certificate for Handling Capacity of the Bidder .....
APPENDIX – VII: Financial Capacity of the Bidder .....
Annexure V: Financial Capacity .....
Annexure VI: Certificate for Financial Capacity of the Bidder .....
APPENDIX - VIII: Format for Anti Collusion Certificate .....
APPENDIX - IX: Affidavit for not being blacklisted .....
APPENDIX - X: Financial Bid .....

DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bangalore solid waste management limited ("**BSWML**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "**Financial Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority , its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1. Background

Presently the collection, transportation and processing of bone waste in GBA jurisdiction is carried out in an adhoc basis without proper service provider selected through a competitive tender. During this phase, a lot of initiatives have been taken up by BSWML to create its own infrastructure and reforms in order to have efficient mechanisms to address the bone waste management in the city in compliance to SWM Rules, 2016, advisory and guidelines issued by MoHUA, GoI & CPCB and BSWML Bye-laws for Solid Waste Management defining the strategy for various streams of waste and the State SWM Policy. BSWML envisages a short tenure tender for its collection, transportation and processing of bone waste to enable infrastructure establishment of its own, of the proven processes in line with agreed rules, policies and guidelines.

1.1.1. The scope of this RFP is to **"End-to-End service of Collection, transportation and processing of bone waste directly from the stalls/shops/other places (as is where is basis)"** in all wards of GBA, BSWML from time to time keeping in line with SWM Rules 2016, advisory and guidelines issued by MoHUA, GoI & CPCB, BSWML SWM bye-laws and State SWM policy and internal policy stance of BSWML/BSWML.

1.1.2. It shall be the sole responsibility of the bidders to inspect/survey and satisfy themselves about the areas/no. of stalls/shops in various corporations before submitting the bid. On participation by any person or corporate it shall be deemed that the bidders have fully satisfied themselves.

1.1.3. **Monitoring & Evaluation of waste collection, transportation and processing:** the successful bidder shall adhere to the terms and conditions w.r.to fetching of data through mobile application which is developed by BSWML. The payment will be based on day to day quantity recorded digitally during collection of waste using mobile application.

1.1.4. In this regard BSWML (the "**Authority**") intends to adopt a single stage bidding process for selection of the service provider to carry out Collection, transportation and processing of bone waste. BSWML intends to select service providers for the Bangalore City corporations of GBA listed in Schedule A, each of which would be awarded separately ("**Phase**").

This RFP is for Collection, transportation and processing of bone waste viz. **"End-to-End service of Collection, transportation and processing of bone waste directly from the stalls/shops/other places (as is where is basis)"** in all wards of **Bengaluru ……. City Corporation**, fully described in Schedule B (hereinafter referred to as the **"Assignment"**).

In the event delimitation of BSWML takes place during the bid process or subsequently during the course of this Assignment, the boundaries of the Respective City corporations as mentioned in the Agreement shall remain unchanged.

The Scope of Work to be undertaken in the Package is set out in Schedule C.

1.1.5. The duration of the Service will be **five years** (the "**duration**") which is further extendable on mutual agreement of the involved parties and approval from the competent authority, for a maximum period of **two years.**

1.1.6. The Authority intends to qualify and select suitable Bidders (the "**Bidders**") for the Package through an open competitive bidding process in accordance with the procedure set out herein.

1.1.7. The selected Bidder (the "**Service Provider**"), shall be responsible for "End-to-End service of Collection, transportation and processing of bone waste directly from the stalls/shops/other places (as is where is basis)-Package 2"in all wards of GBA in accordance with the provisions of an agreement (the "**Agreement**") to be entered into between the Service Provider and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.8. The assessment of actual investment for implementing the Assignment will have to be made by the Bidders.

1.1.9. The Agreement sets forth the detailed terms and conditions for grant of the rights to the Service Provider, including the scope of the Service Provider's services and obligations (the "**Rights**") enclosed as **Volume II** of this document.

1.1.10. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work,

the Rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.1.11. Bidder under this RFP would be required to submit a Key Submission and Qualification Submissions and a Financial Bid for the Package in accordance with terms of this RFP document. The Bids would be evaluated on the basis of the evaluation criteria set out in Section 3 of this RFP in order to identify the Selected Bidder for the Package.

1.1.12. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bid.

1.2. Brief description of Bidding Process

1.2.1. The Authority has adopted a single-stage process (referred to as the "Bidding Process") for selection of the Bidder for award of the Package and invites Bids from eligible parties ("Bidders"), which expression shall, unless repugnant to the context include the members of the Consortium for the Assignment electronically in the unified KPPP platform of the Government of Karnataka https://kppp.karnataka.gov.in/ (hereinafter referred to as "KPPP") in accordance with the terms of this RFP. The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through KPPP or for rejection of Bids by KPPP for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bidding Document may be downloaded from the website https://kppp.karnataka.gov.in/ . **The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date of submission of Bids** (the "**Bid Due Date**").

1.2.3. The Bidding Document includes the draft Agreement for the Assignment, enclosed as Volume II of this document.

1.2.4. Earnest Money Deposit

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. EMD Amount shall be paid in the e – procurement portal using any of the following

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure:

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (https://kppp.karnataka.gov.in/), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of

Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

1.2.5 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account** at ICICI Bank until the Work is awarded

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

c. Instruments having fixed validity issued as earnest money deposit for the tender shall be Valid for 45 days **beyond** the validity of the tender.

1.2.6 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non- responsive.

1.2.7 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

1.2.8 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

1.2.9 The earnest money deposit may be forfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) Sign the Agreement; or
(ii) Furnish the required Security deposit

1.3.0 (A) Bidders would need to submit the following sets of documents as part of their Bid.

a. Documents mentioned in **Clause 2.13.3** - "**Key Submissions**".

b. Documents as mentioned in **Clause 2.13.3**– "**Qualification Submission**", relating to technical and financial capacity of the Bidder.

c. Financial Bid as mentioned in **Clause 2.13.3** - **"Financial Bid**".

1.3.1 (B) The evaluation of the Bid submissions would be carried out in the following three stages;

Stage I: First stage would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the second stage.

Stage II: In the second stage, the information of the Bidders relating to their Technical Capacity and Financial Capacity would be evaluated as per the criteria set out in this RFP. Qualified Bidders (**"Technically Qualified Bidders"**) only would be considered for the evaluation in the next stage.

Stage III: The Financial Bid of only those Bidders who qualified in Stage II above would be opened and evaluation would be carried out in accordance with **Section 3** of this RFP.

1.3.2 Bids are invited for the Assignment for per kg of Collection, Transportation, Processing and Scientific Disposal of - Bone waste from various places or any designated point and Service Charges to be paid by the Authority to the Service Provider during the Agreement Period. The Agreement Period is pre-determined, as indicated in the draft Agreement. The Fee shall constitute the sole criteria for evaluation of Bids. Subject to Clause 3.9,

1.3.3 In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is offering the lowest quote in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg as notified by competent authority in lieu of the Collection, Transportation, Processing and Scientific Disposal of - Bone waste from various Places or any designated point. In accordance with the process specified in the RFP, **If no bidder agrees the lowest rate ascertained the Authority may, in its discretion, invite fresh Bids or annul the Bidding Process, as the case may be.**

1.3.4 Bidders are invited to examine the Package in greater detail, and to carry out, at their cost and studies as may be required for submitting their respective Bids for award of the right.

1.3.5 As part of the Bidding Documents, the Authority will provide a draft Agreement (**Volume II**) and PIM prepared by the Authority / its consultants and other information pertaining/ relevant to the Assignment available with it.

1.3.6 The Service Provider shall be entitled to use the benefits arising from implementation

of the Assignment in accordance with the terms and conditions provided in the Agreement.

1.3.7 Any queries or request for additional information concerning this RFP shall be written and uploaded on the KPPP portal (**https://kppp.karnataka.gov.in/)**, before the Pre-bid meeting. The BSWML will respond to the clarification of the documents which it receives before the Pre-bid meeting. The explanation of the query without identifying the source of the enquiry shall be uploaded through the KPPP portal only.

Schedule of Bidding Process

The schedule of Bidding Process and venue of pre-Bid conference is in accordance with the notification issued by the Authority.

Bid Stage	Estimated Date
Last date for submission of the Bid	**24.12.2025 up to 4.00 pm**
Opening of Technical Bids	**26.12.2025 at 4.30 p.m**
Opening of Financial Bids	Will be intimated to technically qualified bidders

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.3 General Terms of Bidding

2.3.2 The Authority wishes to receive Bids for the Assignment in order to identify experienced and capable Bidders for the Package.

2.4 Eligibility of Bidders

2.4.2 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

(a) A Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Assignment. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder in this Phase. A Bidder shall not be allowed to change its composition for any of the Packages in this Phase, i.e. single entity bidding for a Package cannot bid as a Consortium for any other Package and a group of entities bidding as a Consortium for a Package cannot change its Consortium composition for any other Package under this Phase. Further the Bidder shall not change their composition during the Agreement Period, if the Package is awarded to them. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a private entity including a company incorporated under Companies Act, 1956/2013 or any other equivalent foreign law, society, trust, registered partnership firm, registered sole proprietor, individual or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.4.12 below.

(c) Legal Entity Status: Participant must be a registered legal entity (Company / Partnership Firm / Proprietorship / Cooperative Society) with valid PAN and GST registration. Individual bidders may be permitted only if they hold necessary authorizations from KSPCB.

(d) Authorizations from KSPCB / SPCB/PCC: Must hold valid Consent to Establish and Consent to Operate (CTE/CFO/CTO) from PCB/PCC for waste processing / rendering.

(e) Experience & Technical Capacity: The Bidder should furnish the details of bone waste received, processed and selling of By-products to any agencies/shops/factories etc.

(f) Infrastructure & Logistics: Adequate vehicles for covered, leak-proof, odour-controlled transport of bone waste. Facility for scientific treatment / disposal in compliance with CPCB/KSPCB/SPCB/PCC standards

(g) Regulatory & Environmental Compliance: No record of violations / blacklisting by CPCB, KSPCB or any Urban Local Body (ULB)/Government/Quasi-Government. Participants must submit a self-declaration of compliance with all relevant Acts.

(h) **Financial Capacity:** Annual turnover from waste processing / related business in the last 5 financial years. Audited financial statements or CA certificate to be furnished

(i) Occupational Health & Safety: Must demonstrate compliance with occupational safety standards (PPE for workers, disinfection protocols, health check-ups). Valid insurance cover for workers involved in collection, transportation / processing.

(j) Documentation Required : Company registration certificate / partnership deed, PAN, GST, KSPCB/SPCB/PCC authorization/consent, facility proof, vehicle list with RC copies, last 5 years audited financials, shops & commercial establishment certificate, udyog Aadhar, trade license, signature & photo identity etc and undertaking on compliance with BMW/SWM Rules

2.4.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.4.4 The Financial Bid should be furnished i

2.4.5 n electronic mode in the slot provided for Financial Bid only in the format at **Appendix - X**, clearly indicating the bid Percentage in both figures and words, and signed by the Bidder's authorize signatory. In the event of any difference between figures and words, the lower of the two shall be taken into account.

2.4.6 **The Financial Bid shall consist of Fee in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Agreement.**

2.4.7 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid.

2.4.8 The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.

2.4.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4.10 This RFP is not transferable.

2.4.11 Any award of Rights pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.4.12 The Bidder should submit a Power of Attorney as per the format at **Appendix - IV**, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at **Appendix - V**.

2.4.13 In case the Bidder is a Consortium, it shall, comply with the following requirements:

(a) Number of members in a Consortium shall not exceed 3 (Three);

(b) Members of the Consortium shall nominate one member who has the **CFO from pollution control board** for processing bone waste as the lead member (the "**Lead Member**"), the Bid should contain the information required for each member of the Consortium;

(c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at **Appendix - V**, signed by all the members of the Consortium;

(d) The Bid should include a brief description of the roles and responsibilities of

individual members, particularly with reference to financial and O&M obligations;

(e) An individual Bidder cannot at the same time be member of a Consortium applying for Package. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Package;

(f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the **"Memorandum of Understanding" or "MoU"**) in a Stamp paper of Rs. 500/-, for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfil the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:

i. Convey the intent of the members of the Consortium to enter into the Agreement in case the Package is awarded to the Consortium;
ii. The Lead Member would enter into the Agreement with BSWML on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;
iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the Package.

(g) MoU entered into, between the members of the Consortium shall be specific to the Package and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

2.4.14 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.4.15 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

2.4.16 In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

2.4.17 The following conditions shall be adhered to while submitting the Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

2.4.18 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.5 Change in Consortium

2.5.2 The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.6 Cost of Bidding

2.6.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7 Site visit and verification of information

2.7.2 Bidders are encouraged to submit their respective Bid after assessing the ground scenario and upon satisfying themselves fully and comply applicable laws and regulations, and any other matter considered relevant by them.

2.7.3 It shall be deemed that by submitting the Bid, the Bidder has:

(a) made a complete and careful examination of the RFP;

(b) received all relevant information requested from the Authority;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in **Clause 2.7.2** above;

(d) satisfied itself about all matters, things and information including matters referred to in **Clause 2.7.2**hereinabove necessary and required for submitting an informed Bid, execution of the Assignment in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in **Clause 2.7.2**hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;

(f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.4 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to accept or reject any or all Bids

2.8.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.8.3 The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

(a) invite the remaining Bidders to match the Lowest Bidder/submit their Bids in accordance with the RFP; or

(b) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.8.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority , that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Agreement or under applicable law.

2.8.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with **Clause 2.11**.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

Key Submissions and Qualification Submissions

I. Letter of Bid
II. Details of Bidder
III. Statement of Legal Capacity
IV. Power of Attorney for signing of Bid
V. Power of Attorney for Lead Member of Consortium
VI. Technical Capacity of the Bidder
VII. Financial Capacity of the Bidder
VIII. Anti-Collusion Certificate
IX. Anti – Blacklisting Affidavit
X. Financial Bid

2.10 Clarifications

2.10.2 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail. They should send in their queries before the Prebid date

specified in the schedule of Bidding Process. The Authority shall endeavor to respond to the queries but no later than 7 (seven) days prior to the Bid Due Date. The responses will be published in the KPPP.

2.10.3 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.10.4 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through KPPP. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11 Amendment of RFP

2.11.2 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.3 Any Addendum thus issued will be published in KPPP only. The published details on the said sources will be binding on the participating Bidders.

2.11.4 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date and/or Due Date. Information about extension of the deadline will be published in KPPP vide corrigendum.

C. PREPARATION AND SUBMISSION OF BID

2.12 Format and signing of Bid

2.12.2 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.3 The Bid and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. In case of printed

and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

2.12.4 All documents of the Bids submitted in electronic mode under this RFP shall be uploaded on KPPP: **https://kppp.karnataka.gov.in/** sing digital signature.

2.13 Sealing and Marking of Bids

2.13.2 The Bidder shall submit the Bid in the form specified in Clause 2.11.2.

2.13.3 A Bidder shall submit Key Submission and Qualification Submission for the Package and marked as "Key Submission and Qualification Submission" and shall include following documents:

(a) Key Submission

(i) Scanned copy of Letter of Bid in the prescribed format (**Appendix - I**) along with Annexes and supporting documents;

(ii) Scanned copy of details of Bidder (**Appendix – II**)

(iii) EMD form;

(iv) Scanned copy of Power of Attorney for signing the Bid as per the format at **Appendix - IV**;

(v) If applicable, scanned copy of the Power of Attorney for Lead Member of Consortium as per the format at **Appendix - V**;

(vi) Scanned copy of the Memorandum of Understanding, in case of a Consortium;

(vii) Scanned Copies of:

a. In case of an individual, copies of Form-C (Shop & Establishments Act), PAN card, EPFO/ESIC Registration and returns/challans.

b. In case of registered proprietorship firm, Form-C (Shop & Establishments Act), copies of PAN card, PF returns and ESI returns

c. In case of registered partnership firm, Form-C (Shop & Establishments Act) copies of registered partnership deed, PAN card, PF returns and ESI returns

d. In case of companies, copies of Memorandum of Association and Articles of Association, Certificate of Incorporation, PF returns and ESI returns, Form-C (Shop & Establishments Act)

e. In case of registered society, copies of Registration Certificate from the Registrar of the State for Societies, Register of Members, PAN card and PF returns, Form-C (Shop & Establishments Act)

f. In case of registered co-operative society, copies of Registration Certificate from the Registrar of the State for Co-Operative Societies, Register of Members, PAN card and PF returns, Form-C (Shop & Establishments Act)

g. In case of registered trusts, copies of Registration Certificate from the Registrar of the State for Trusts, Registered Trust deed, PAN card and PF returns, Form-C (Shop & Establishments Act)

(viii) All bidders shall mandatorily upload valid consent for operation (CFO) issued by KSPCB/PCB along with other documents as required for running processing facility in accordance with applicable rules/laws or otherwise the bids will be rejected.

(ix) Scanned copies of Bidder's duly audited[1] balance sheet and profit and loss account for the preceding five years;

(x) Scanned copy of Anti Collusion Certificate (**Appendix – VIII**)

(xi) Scanned copy of Affidavit for not being blacklisted (**Appendix – IX**)

(b) Qualification Submission

(xi) Scanned copies of Technical Capacity in the prescribed format (**Appendix - VI**)

(xii) Scanned copies of Financial Capacity in the prescribed format (**Appendix – VII**)

(c) Financial Bid

(xiii) The Financial Bid of the Bidder shall be submitted only through E-Procurement Website in the slot provided for Financial Bid only. The Financial Bid of the Bidder shall be in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg which is notified by competent authority in lieu of Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary as set out in the **Scope of Work** and

shall be submitted in the format provided in **Appendix - X**.. Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected.

2.13.4 Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.2 Bids should be submitted before 16:00 hours IST on the Bid Due Date, in the manner and form as detailed in this RFP.

2.14.3 The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bid.

2.15 Late Bid

Bids received by the Authority after the specified time on the Bid Due Date and/or Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Contents of Financial Bid

2.16.2 The Financial Bid shall be furnished in electronic mode in the slot provided for Financial Bid only in the format at Appendix – X and shall consist in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg which is notified by competent authority in lieu of collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary to be quoted by the Bidder. The Bidder shall specify the financial bid quoted by him clearly as mentioned above and to undertake the Assignment in accordance with this RFP and the provisions of the Agreement. Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non- responsive Bid and would be rejected.

2.16.3 The Assignment will be awarded to the Bidder quoting the lowest percentage.

2.16.4 The opening of the Financial Bid shall be as per the order described in **Clause 3.7** and acceptance thereof shall be substantially in accordance with the RFP.

2.16.5 The proposed financial bid shall be part of the Bids.

2.17 Withdrawal of Bids

2.17.2 The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

2.17.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.17.4 No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period shall result in the forfeiture of its Bid security, pursuant to **Clause** Error! Reference source not found.

2.18 Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation.

2.19 Validity of Bids

The Bid shall be valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date. The Validity of the Bids may be extended by mutual consent of the respective Bidders and the Authority**.**

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.21 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

D. BID SECURITY: The bidder shall furnish performance security of Rs.5,00,000/- in the form of Bank Guarantee or FDR/TDR in line to DGM-4, BSWML after issuance of LOA.The performance security to be kept valid throughout the contract period.

3. EVALUATION OF BIDS

3.3 Opening and Evaluation of Bids

3.3.2 The Authority shall open the Bids at the date and time mentioned in Schedule of Bidding Process, at the place specified below and in the presence of the Bidders who choose to attend.

At the office of the
Deputy General Manager-4, BSWML
#30/1, BBMP Building, Vasanth Nagar,
Bengaluru.

3.3.3 The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section.

3.3.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bids.

3.3.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Package is subsequently awarded to it under the Bidding Process on the basis of such information.

3.3.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid/s without assigning any reasons.

3.4 Tests of responsiveness & Evaluation for Qualification & Financial Bid

3.4.2 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

(a) it is received as per the format at **Appendix I** to **Appendix X** and its Annexures;

(b) it is received by the Bid Due Date and/or Due Date including any extension thereof pursuant to **Clause** Error! Reference source not found.

(c) it is submitted electronically on the KPPP in the manner as stipulated in **Clauses 2.13**;

(d) it is accompanied by valid Bid security for the Package;

(e) it is accompanied by the Power of Attorney as specified in **Clause 2.4.11**, as the case may be;

(f) it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);

(g) it is accompanied by the Memorandum of Understanding (for Consortium), specific to the Package, as stipulated in **Clause 2.2.11(f)**

(h) it does not contain any condition or qualification; and

(i) it is not non-responsive in terms hereof.

3.4.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.5 Evaluation parameters

3.5.2 The Bidder's competence and capacity is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity

3.6 Eligible Experience

3.6.2 To be eligible, a Bidder shall fulfill the following conditions of eligibility:

(a) **General Eligibility**: For demonstrating technical capacity and experience (the "**General Eligibility**") of the Bidder shall meet the following criteria:

- **Legal Entity Status:** Participant must be a registered legal entity (Company / Partnership Firm / Proprietorship / Cooperative Society) with valid PAN and GST registration. Individual bidders may be permitted only if they hold necessary authorizations from KSPCB.
- **Authorizations from KSPCB / SPCB/PCC:** Must hold valid Consent to Establish and Consent to Operate/ Consent for Operation (CTE & CTO/ CFO) from PCB/PCC for bone waste processing / rendering.
- **Experience & Technical Capacity:** The Bidder should furnish the details of bone waste received, processed and selling of By-products to any agencies/shops/factories etc.
- **Infrastructure & Logistics:** Vehicles should be covered, leak-proof, odour controlled transport of bone waste. Facility for scientific treatment / disposal in compliance with CPCB/KSPCB/SPCB/PCC standards.

  The bidder should furnish all relevant vehicles documents such as Lease/ Rental agreement or RC/ FC copies.
- **Regulatory & Environmental Compliance:** No record of violations / blacklisting by CPCB, KSPCB or any Urban Local Body (ULB)/Government/Quasi-Government. Participants must submit a self-declaration of compliance with all relevant Acts.
- **Financial Capacity:** Annual turnover from waste processing / related business in the last 3 financial years. Audited financial statements or CA certificate to be furnished.
- **Occupational Health & Safety**: Must demonstrate compliance with occupational safety standards (PPE for workers, disinfection protocols, health check-ups). Valid insurance cover for workers involved in collection, transportation / processing.
- **Documentation Required :** Company registration certificate / partnership deed, PAN, GST, KSPCB/SPCB/PCC authorization, facility proof, vehicle list with RC copies, last 5 years audited financials, shops & commercial establishment certificate, udyog Aadhar, trade license, signature & photo identity etc and undertaking on compliance with BMW/SWM Rules. Technical Capacity:

- Bidder Must Furnish Ownership of a processing facility with appropriate technology approved by KSPCB and proof of safe disposal arrangements.
- Bidder/ Consortium (all members cumulatively) shall have obtained CFO from CPCB/ KSPCB/any State Pollution Control Board (SPCB)/PCC for processing bone of Tonnes…..(as mentioned in Sl no 7)
- The Bidder should furnish the details of bone waste received, processed and selling of By-products to any agencies/shops/factories etc.

- Capability of the bidder- bankers Certificate/ Credit Lines/Letter of credit from any Nationalized/ Scheduled Bank for Rs……Lakhs (30% of package value, if the bidder is intend to participate in more than one package, then the amount should be equal to highest 30% of package value intended to bid.

Pkg No	Name of the City Corporation	Approx waste generated per day (in Tonnes)	Estimate amount per annum (Rs. in Lakhs)	Processed / By-product generated minimum ___Metric tonnes per month from bone waste)	Banker's Certificate/ Credit Lines/Letter of credit (Rs. in Lakhs)
1	Bengaluru Central City Corporation	2	21.90	60	6.57
2	Bengaluru East City Corporation	1	10.95	30	3.285
3	Bengaluru West City Corporation	2	21.9	60	6.57
4	Bengaluru North City Corporation	1.5	16.425	45	4.9275
5	Bengaluru South City Corporation	1	10.95	30	3.285

(c) Financial Capacity: For evaluating the Bidder's Financial Capacity, the bidder shall be evaluated against having a minimum Net Worth and Turn-over as mentioned in the table.

- In last 5 financial years, the Bidder/ Consortium (all members cumulatively) should have achieved atleast in any two (2) financial years minimum average Annual Turnover amount of Rs. ….. Lakhs (equal to two times annual package value) in all classes of works

- In this regard Turnover Certificate (along with UDIN Number) issued from Chartered Accountant and Form 26 AS should be submitted as proof of evidence for the same.

- 10% weightage would be given per annum to bring the turnover to the present financial year.

Package No	Name of the Corporation	Turn-over (Rupees in lakhs)
1	Bengaluru Central City Corporation	43.80
2	Bengaluru East City Corporation	21.90
3	Bengaluru West City Corporation	43.80
4	Bengaluru North City Corporation	32.85
5	Bengaluru South City Corporation	21.90

The Bidder shall satisfy all of the Technical and financial criteria provided above to demonstrate its Technical and Financial Capacity.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of the Lead Member and the other member of the Consortium shall be considered.

Sl. No.	Description	Points allotted	Remarks(Yes/No)
1	Standard designed vehicles in accordance with bye-laws for bone waste collection	5	All relevant documents such as Notarized Lease/ Rental agreement or RC/ FC copies must be furnished
2	Annual Turnover	40	Bidder/ Consortium (all members cumulatively) should have achieved at least in any two (2) financial years minimum average Annual Turnover amount of Rs. 43.80 Lakhs (equal to two times annual package value) 1.Rs. 43.8 Lakhs in any two (2) financial years in last five financial years – 35 points 2.Rs. 43.8 Lakhs in any Three (3) financial years in last five financial years – 40 points
3	Form-C, Pan, lab reports, ITR, ESI & PF ECR's	5	1 point for each
4	Valid CFO issued by KSPCB/CPCB/SPCB/PCC	50	Bidder/ Consortium (all members cumulatively) shall have obtained CFO from CPCB/ KSPCB/any State Pollution Control Board (SPCB)/PCC for processing waste of Tonnes 1.Processed minimum 60 Metric tonnes per month of bonewaste - **40 points** 2.Processed more than 60 Metric

			tonnes per month of bone waste - **50 points**
Total		**100**	

Bidder shall get minimum 75 points are required to qualify technically.

Note: Bidder shall demonstrate the operation & maintenance of running plant/plants to BSWML officials before declaring Technically qualified. Bidder, who fails to demonstrate will be dis-qualified technically.

3.7 Details of Experience

3.7.2 Bidder/Consortium (any member) shall have obtained CFO from CPCB/KSPCB/ any state pollution control Board (SPCB)/PCC for Processing Bone waste of tonnes……. (as mentioned in Sl no 7).

3.7.3 The Bidders must provide the necessary information relating to Technical Capacity & also requisite experience certificates as per formats given in **Appendix - VI**.

3.8 Financial information for purposes of evaluation

3.8.2 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last financial year, preceding the year in which the Bid is made.

3.8.3 The bidder must provide the necessary information relating to Financial Capacity as per the formats in **Appendix – VII**.

3.9 Evaluation of the Financial Bid

3.9.2 In this stage, the Financial Bid of all the Technically Qualified Bidders will be opened in the alphabetical order of City Corporation name in presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.

The Financial Bid of the Bidder shall consist of the **quote in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg which is notified by the competent authority in Appendix -X.** This shall be the sole bid parameter for selection of the preferred lowest Bidder.

3.9.3 In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is offering the lowest **quote in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg which is notified by the competent authority.**

3.9.4 The Authority may, at its discretion, either choose to accept the Fee of the Preferred Bidder/Bidders or invite the Bidder/ Bidders for negotiations.

3.9.5 Upon acceptance of the Bidder shall declare the Preferred Bidder as the selected Bidder (the "**Selected Bidder**").

3.9.6 Further, the number of packages awarded to a bidder shall also be based on the capacity available for processing.

3.9.7 To be considered for more than one City Corporation, a Bidder must demonstrate to have Technical and Financial Bid Capacity as set out in **Clause 3.6.2** for the city corporation for which he has submitted the Financial Bids. Before opening the Financial Bid of such Preferred Bidder for the second Package, the Preferred Bidder's residual Technical and Financial Bidding Capacity would be estimated. Technical and Residual Financial Bidding Capacity shall be calculated by deducting the minimum Technical Capacity and Financial Capacity as mentioned in **Clause 3.4.1 (a)**and Clause **3.4.1 (b)**for the awarded Package from the total Technical & Financial Capacity of the Bidder. If its residual Technical and Financial Bidding Capacity is adequate for that second Package then its Financial Bid would be considered for evaluation. In case the Technical and Financial Bidding Capacity of the Preferred Bidder is exhausted and the residual Technical and Financial Bidding Capacity is not adequate for the Package under consideration, then the Financial Bid of such Preferred Bidder shall not be opened for the same and will be treated as technically disqualified for the same. The Preferred Bidder for that Package would be the Bidder **quote in terms of percentage of maximum service charge allowed i.e Rs.3/- per kg which is notified by the competent authority** for the work among the remaining Qualified Bidders.

3.9.8 In the event that two or more Bidders quote the same amount of percentage (the "**Tie Bidders**"), the Authority shall identify Selected Bidder whoever has got highest technical score.

3.9.9 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), the Authority may invite all the remaining Bidders qualified for opening of Financial Bid to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the **"second round of bidding"**). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of

bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

3.9.10 If no bidder agrees the lowest service charge quoted in terms of percentage the Authority may, in its discretion, invite fresh Bids or annul the Bidding Process, as the case may be.

3.9.11 In the event that no Bidder offers to match the Lowest percentage during the negotiation as specified in **Clause 3.9.9**, the Authority may, in its discretion, annul the Bidding Process.

3.9.12 After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.9.13 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period of 15 days on submission of Performance Security in the form of Bank Guarantee or TDR/ FDR in lien to BSWML. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

3.10 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

4.3 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid performance or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.4 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.5 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person

connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Assignment.

(b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**Undesirable practice**" means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

5.3 A Pre-Bid meeting shall be convened at the date and place as mentioned in **tender notification.**

5.4 During the course of Pre-Bid conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Bidder in order to receive clarification or further information;

(c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

SCHEDULE A: List of City Corporations

Package No.	No of Wards	Name of the City Corporation
1	42	Bengaluru Central City Corporation
2	17	Bengaluru East City Corporation
3	64	Bengaluru West City Corporation
4	41	Bengaluru North City Corporation
5	37	Bengaluru South City Corporation

SCHEDULE B: City Corporation wise Details

PACKAGE 1: Bangalore Central City Corporation

A. WARD DETAILS

Bengaluru Central City Corporation	
Sl no	**Ward No and Name (as per 198 Wards)**
1	50- Benniganahalli
2	57- C.V. Raman Nagar
3	58- New Tippa Sandra
4	62- Ramaswamy Palya
5	63- Jaya Mahal
6	77- Dattatreya Temple Ward
7	79- Sarvagna Nagar
8	80- Hoysala Nagar
9	88- Jeevanbhima Nagar
10	89- Jogupalya
11	90- Halsoor
12	91- Bharathi Nagar
13	92- Shivaji Nagar
14	93- Vasanth Nagar
15	94- Gandhi Nagar
16	95- Subhash Nagar
17	96- Okalipuram
18	109- Chickpete
19	110- Sampangiram Nagar
20	111- Shantala Nagar
21	112- Domlur
22	113- Konena Agrahara
23	114- Agaram
24	115- Vannar Pet
25	116- Nilasandra
26	117- Shanthi Nagar
27	118- Sudham Nagar
28	119- Dharmaraya Swamy Temple
29	120- Cottonpete
30	121- Binni Pete
31	135- Padarayanapura
32	136- Jagajivanaram Nagar
33	137- Rayapuram
34	138- Chelavadi Palya
35	139- KR Market

36	140- Chamraja Pet
37	141- Azad Nagar
38	142- Sunkenahalli
39	143- Vishveshwara Puram
40	144- Siddapura
41	145- Hombegowda Nagar
42	153- Jaya Nagar

PACKAGE 2: Bengaluru East City Corporation

B.WARD DETAILS

Bengaluru East City Corporation	
Sl no	**Ward No and Name (as per 198 Wards)**
1	25- Horamavu
2	26- Ramamurthy Nagar
3	51- Vijnanapura
4	52- KR Puram
5	53- Basavanapura
6	54- Hudi
7	55- Devasandra
8	56- A Narayanapura
9	81- Vijnana Nagar
10	82- Garudachar palya
11	83- Kadugodi
12	84- Hagadur
13	85- Dodda Nekkundi
14	86- Marathahalli
15	87- HAL Airport
16	149- Varthur
17	150- Bellanduru (PART As per Map)

PACKAGE 3: Bengaluru West City Corporation

C.WARD DETAILS

Bengaluru West City Corporation	
Sl. No.	**Ward No and Name (as per 198 Wards)**
1	35- Aramane Nagara
2	36- Mattikere
3	38- HMT Ward
4	39- Chokkasandra
5	40- Dodda Bidarakallu
6	41- Peenya Industrial Area
7	42- Lakshmi Devi Nagar

8	43- Nandini Layout
9	44- Marappana Palya
10	45- Malleshwaram
11	64- Raj Mahal Guttahalli
12	65- Kadu Malleshwar Ward
13	66- Subramanya Nagar
14	67- Nagapura
15	68- Mahalakshmipuram
16	69- Laggere
17	70- Rajagopal Nagar
18	71- Hegganahalli
19	72- Herohalli
20	73- Kottegepalya
21	74- Shakthi Ganapathi Nagar
22	75- Shankar Matt
23	76- Gayithri Nagar
24	97- Dayananda Nagar
25	98- Prakash Nagar
26	99- Rajaji Nagar
27	100- Basaveshwara Nagar
28	101- Kamakshipalya
29	102- Vrisahbhavathi Nagar
30	103- Kaveripura
31	104- Govindaraja Nagar
32	105- Agrahara Dasarahalli
33	106- Dr.Raj Kumar Ward
34	107- Shiva Nagar
35	108- Sri Rama Mandir Ward
36	122- Kempapura Agrahara
37	123- Vijaya Nagar
38	124- Hosahalli
39	125- Marenahalli
40	126- Maruthi Mandir Ward
41	127- Mudalapalya
42	128- Nagarabhavi
43	129- Jnana Bharathi Ward
44	130- Ullalu
45	131- Nayandahalli
46	132- Attiguppe
47	133- Hampi Nagar
48	134- Bapuji Nagar
49	154- Basavanagudi

50	155- Hanumanth Nagar
51	156- Sri Nagar
52	157- Gali Anjenaya Temple Ward
53	158- Deepanjali Nagar
54	159- Kengeri
55	160- Raja Rajeshawari Nagar (PART As per Map)
56	161- Hosakerehalli
57	162- Giri Nagar
58	163- Katriguppe
59	164- Vidya Peeta Ward
60	165- Ganesh Mandir Ward
61	166- Kari Sandra
62	167- Yediyur
63	183- Chikkala Sandra
64	198- Hemmigepura (PART As per Map)

PACKAGE 4: Bengaluru North City Corporation
D.WARD DETAILS

Bengaluru North City Corporation	
Sl no	**Ward No and Name (as per 198 Wards)**
1	1- Kempegowda Ward
2	2- Chowdeswari Ward
3	3- Atturu
4	4- Yelahanka Satellite Town
5	5- Jakkuru
6	6- Thanisandra
7	7- Byatarayanapura
8	8- Kodigehalli
9	9- Vidyaranyapura
10	10- Dodda Bommasandra
11	11- Kuvempu Nagar
12	12- Shettihalli
13	13- Mallasandra
14	14- Bagalakunte
15	15- T Dasarahalli
16	16- Jalahalli
17	17- J P Park
18	18- Radhakrishna Temple Ward
19	19- Sanjaya Nagar
20	20- Ganga Nagar
21	21- Hebbala
22	22- Vishwanath Nagenahalli

23	23- Nagavara
24	24- HBR Layout
25	27- Banasavadi
26	28- Kammanahalli
27	29- Kacharkanahalli
28	30- Kadugondanahalli
29	31- Kushal Nagar
30	32- Kaval Bairasandra
31	33- Manorayana Palya
32	34- Gangenahalli
33	37- Yeshwanthpura
34	46- Jayachamarajendra Nagar
35	47- Devara Jeevanahalli
36	48- Muneshwara Nagar
37	49- Lingarajapura
38	59- Maruthi Seva Nagar
39	60- Sagayara Puram
40	61- SK Garden
41	78- Pulakeshi Nagar

PACKAGE 4: Bengaluru South City Corporation
E.WARD DETAILS

Bengaluru South City Corporation	
Sl no	**Ward No and Name (as per 198 Wards)**
1	146- Lakkasandra
2	147- Adugodi
3	148- Ejipura
4	150- Bellanduru (PART As per Map)
5	151- Koramangala
6	152- Suddagunte Palya
7	160- Raja Rajeshawari Nagar (PART As per Map)
8	168- Pattabhi Ram Nagar
9	169- Byra Sandra
10	170- Jaya Nagar East
11	171- Gurappana Palya
12	172- Madivala
13	173- Jakka Sandra
14	174- HSR Layout
15	175- Bommanahalli
16	176- BTM Layout
17	177- JP Nagar
18	178- Sarakki

19	179- Shakambari Narar
20	180- Banashankari Temple Ward
21	181- Kumara Swamy Layout
22	182- Padmanabha Nagar
23	184- Uttarahalli
24	185- Yelchenahalli
25	186- Jaraganahalli
26	187- Puttenahalli
27	188- Bilekhalli
28	189- Honga Sandra
29	190- Mangammana Palya
30	191- Singa Sandra
31	192- Begur
32	193- Arakere
33	194- Gottigere
34	195- Konankunte
35	196- Anjanapura
36	197- Vasanthpura
37	198- Hemmigepura (PART As per Map)

SCHEDULE C: Scope of Work

1. The Scope of Work for the Bidder has been described in brief below:

   Scientific collection, transportation and processing of bone waste directly from the stalls/shops/other places in all wards of GBA, shall be carried out in a manner so as to avoid any possible hazard to human health and environment.

   It shall be the sole responsibility of the bidders to inspect/survey and satisfy themselves about the areas/no. of stalls/shops in various corporations before submitting the bid. On participation by any person or corporate it shall be deemed that the bidders have fully satisfied themselves.

   Monitoring & Evaluation of waste collection, transportation and processing:

   The successful bidder shall adhere to the terms and conditions w.r.to fetching of data through mobile application which is developed by BSWML. The payment will be based on day to day quantity recorded digitally during collection of waste using mobile application.

2. The Bidder should furnish the details of bone waste received, processed and selling of By-products to any agencies/shops/factories etc.. Ownership of a processing facility with appropriate technology and proof of safe disposal arrangements. The tenderer shall appoint qualified, trained personnel to operate the entire modality.
3. Adequate vehicles for covered, leak-proof, odour-controlled transport of bone waste. Facility for scientific treatment / disposal in compliance with CPCB/KSPCB/SPCB/PCC standards.
4. The tenderer shall ensure daily removal of all Bone waste from areas/ stalls/shops in various corporations for which the onus of violation will be solely on the tenderer, the same will be informed to the higher authorities and legal action will be initiated for non-compliance.
5. BSWML shall not be held responsible for the damage, which can occur from time to time to the equipment or personnel of the Service Provider during the entire process of collection, transport and disposal.
6. BSWML will not be responsible for any violation of rules and regulations committed by the Service Provider.
7. The Service Provider shall ensure transport of waste in a vehicle as specified by the State Pollution Control Board or BSWML/other competent authority from time to time.
8. The Service Provider of the facility shall ensure to take all precautionary steps to avoid leakage/spillage of Bone waste from the site of collection,

during transportation to processing area. Processing area shall be property protected and fenced according to the rules specified.

9. The Service Provider shall maintain proper records in the premises where Bone waste is handled.
10. BSWML will not be responsible for all incidental and accidental cost incurred for collection, transportation, processing and disposal.
11. The Service Provider must undertake to train and retrain Ward personnel concerned free of cost so as to ensure proper segregation as per statutory norms.
12. BSWML shall have the right to technical auditors either in house or third party for audit of the technical performance of the Service Provider from time to time.

Other Conditions:

1. Managing Director, BSWML reserves the right to approve or reject any tender without assigning any reason whatsoever and the decision of the Commissioner is final and binding and no correspondence will be entertained thereof.
2. The tenderer shall not sub-let the contract.
3. If any deposits made previously will not be adjusted towards this tender.
4. All disputes are subject to Bengaluru jurisdiction only.
5. In matters of dispute regarding the work in conformity with the approved quality or the performance of the terms and conditions of the contract, the decision of the Managing Director, BSWML shall be final and bidding.
6. The tenderer shall submit the following documents along with the tender as mentioned above for technical qualification.
7. All pages of the tender documents shall be signed by the person signing the tender document with official seal of the firm or company.
8. Rates should be quoted as mentioned above in financial bid slot provided in the KPP Portal.
9. The bills to be submitted to the Office of the Deputy General Manager, BSWML with due certification from AGM of the respective divisions.
10. Payment will be made on a monthly/ fortnight basis against the submission of a monthly report on quantum of waste collected and processed, as per the digital data report shared by BSWML.

APPENDIX - I: Letter of Bid

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Dated:
The Deputy General Manager-4,
1st Floor, UNI Building, Thimmaiah Road,
Millers Tank Bund Area,
Vasanthnagar Bengaluru – 560 052

Sub: "Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where basis is)" in Bengaluru …… City Corporation [Package-…….]

Dear Sir,

With reference to your RFP document dated *****, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid Assignment.

1. The Bid is unconditional and qualified.

2. I/We intend to participate in the bidding process as Single Business Entity/Consortium.

3. I/ We have submitted the Bid for Bengaluru …… City Corporation [Package-…….].

4. All information provided in the Bid and in the Appendices is true and correct.

5. This statement is made for the express purpose of qualifying as a Bidder for the Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis)

6. I/ We shall make available to BSWML any additional information it may find necessary or require to supplement or authenticate the Bid.

7. I/ We acknowledge the right of BSWML to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

8. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a

penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

9. I/ We declare that

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with BSWML or any other public sector enterprise or any government, Central or State; and

c. I/ We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Assignment, without incurring any liability to the Bidders.

11. I/ We believe that we/ our Consortium satisfy(ies) the Qualification and Financial Capacity criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Proposal in accordance with the RFP document.

12. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Proposal for the Assignment.

13. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

14. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

15. The power of attorney for signing of Proposal [and the power of attorney for Lead Member of consortium (strike out if not applicable),] as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

16. I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of RFP, would not be eligible to submit a Proposal, either individually or as member of a Consortium.

17. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.

18. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate BSWML of the same immediately.

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BSWML or in respect of any matter arising out of or concerning or relating to the bidding process including the award of Rights.

21. The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and revenues and all the conditions that may affect the Proposal.

22. I/We offer a Bid Security of Rs. _____ (Rupees in Words) per Package to BSWML in accordance with the RFP Document.

23. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Proposal is not opened.

24. I/We agree to keep this offer valid for 180 (One Hundred and eighty) days from the Bid Due Date specified in the RFP.

25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

APPENDIX - II: Details of Bidder

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number/mobile number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

   (e) Fax Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.

   (b) A copy of the Memorandum of Understanding and Memorandum of Association, as envisaged in **Clause 2.2.11 (f)**should be attached to the Bid.

(c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.11 (d)}
1.		
2.		

** Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member*.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

APPENDIX - III: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,

The Deputy General Manager-4,

1st Floor, BBMP Building, Thimmaiah Road,

Millers Tank Bund Area,

Vasant Nagar Bengaluru – 560 052

Dear Sir/Madam,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium. *

We have agreed that ……. (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory For and on behalf of

*Please strike out whichever is not applicable

.

APPENDIX - IV: Power of Attorney for signing of Bid

(On a Stamp Paper of value of Rs.100) (Refer Clause 2.4.11)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Mrs. (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Package of the Assignment provided in Letter of Bid for the Selection of Service Provider for "Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis)." located in BSWML) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority , representing us in all matters before the Authority , signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2…..

For …….. (Signature,

name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

…….(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be executant by the Indian Embassy and executant in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be executant*
  by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX – V: Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of value of Rs.100)

Whereas the Bangalore solid waste management limited("BSWML") has invited Bids from interested parties for "Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis) Pkg 1."located in BSWML jurisdiction.

Whereas, ……., ……., and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Package of the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, __ having our registered office at ___, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and executant M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably executant the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said

Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF 20____

For_____
(Name & Title)

For_____
(Name & Title)

For (Name & Title)

Witnesses:
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX – VI: Technical Capacity of the Bidder

Annexure I: Experience Data Sheet

Name of Bidder:

A. Data sheet*:

Name of Client	
Location	
Duration	
Project Cost	
Project Capacity	
Quantity of Waste (Collected, Transported & scientifically disposed) handled under the project	
Project Description	
Scope of Service	
Technology adopted for scientific processing/ disposal including the disposal of process effluents/ residues	
Details of the environmental monitoring measures undertaken	

**Please submit a separate data sheet for each project*

The Service Provider is to submit the reports from competent authority on the scientific disposal of the process effluents/ residues as evidence of meeting the statutory environmental norms.

Format for Certificate of Experience:

(On the Letterhead of the Concerned Agency)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that _ (name of the Bidder) has carried out the following activities as part of its services towards "Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis) Pkg 1" during the period _ and _____.

The details are as listed below:

i. Quantum of Waste Collected and Transported (Tons/day)
ii. Quantum of waste Processed (Tons/day)

This certificate is being issued to be produced before Bangalore solid waste management limited("BSWML"), for the Project "Transportation and Disposal of - bone waste in Bengaluru".

Signature and Seal of the Authorized

Signatory of the Agency

Annexure II: Handling Capacity

Deleted

Annexure III: Affidavit for Handling Capacity of the Bidder

Deleted

Annexure IV: Certificate for Handling Capacity of the Bidder

Deleted

APPENDIX – VII: Financial Capacity of the Bidder

Annexure V: Financial Capacity

(In Rs.)

Bidder type	Net Worth	Annual Turnover for past five years				
	2024-25	2020-21	2021-22	2022-23	2023-24	2024-25
Single entity Bidder/ Lead Member						
Other Member of Consortium						
Total						

Name & address of Bidder's Bankers:

Any Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

Instructions:

1. Bidder shall submit both the Net Worth and Turnover details.
2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial state
3. Statements and Annual Reports for the latest financial year preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the Bidder or Consortium Members;
   (b) be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;
   (c) be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
4. Year 1 shall be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (Three) months of the close of the latest financial year, refer **Clause 2.4.17**.

5. The Bidder shall provide an Statutory Auditor's Certificate/Chartered Accountant specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover in the format given below.

6. For the purpose of the RFP, Net Worth shall be calculated as set out below :

For Companies

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + Reserves not available for distribution to equity shareholders)

7. For the purpose of the RFP, Annual Turnover shall mean:

The total revenues as indicated in the audited annual statements.

8. Experience (Technical Capacity and Financial Capacity) of only the Bidder shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

9. The Bidder shall provide an Auditor's Certificate specifying the net worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover.

Annexure VI: Certificate for Financial Capacity of the Bidder

(On the letterhead of the Statutory Auditor/Chartered Accountant)

Date:

We have verified the relevant statutory and other records of M/s _____ *[Name of the Bidder],* and certify the following:

(In Rs.)

Net Worth in the latest completed financial year preceding the Bid Due Date	
Average Annual Turnover of the past two financial years preceding the Bid Due Date	Signature and Seal and registration number of Statutory Auditor

APPENDIX - VIII: Format for Anti Collusion Certificate

(On the Letterhead of the Bidder or in case of Consortium to be submitted by all the Consortium Members)

We hereby certify and confirm that in the preparation and submission of our Proposal for the Assignment "Collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis) Pkg 1_____, City Corporation _", we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____Day of _____, 20__

_____

(Name of the Bidder)

_____

(Signature of the Authorised Person)

_____

(Name and designation of the Authorised Person)

APPENDIX - IX: Affidavit for not being blacklisted

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of value of Rs.100)

I, M/s ..... (Single Business Entity / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bangalore solid waste management limited("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……..Day of ……., 20…. Name of the

Bidder

Signature of the Authorised person

Name of the Authorised Person

To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

APPENDIX - X: Financial Bid

(To be submitted in the online only)

Sl No	Particulars	Percentage (%)	
		(in figures)	(In words)
1	End-to-End service of collection, transportation and processing of bone waste directly from the stalls/shops/other places deemed necessary (as is where is basis) Bengaluru West City Corporation - Package 3		

Note:

1. The price is inclusive of all taxes including GST.
2. Bidder who is offering the lowest PERCENT (%) of Service Charge fixed by BSWML i.e., Rs. 3/- per Kg will be the successful bidder.

APENDIX XI: Format for Banker's Certificate/ Credit Lines/Letter Of Credit

(On the letterhead of the Banker)

To,

_____

_____

_____

Sir/ Madam,

Subject: Banker's Certificate/ Credit Lines/Letter Of Credit ……

RFP Ref. No. ……

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely " ……(Pkg-…)" is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …….. Lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank, Senior Bank Manger with Signature

Address:……

Banker's Signature

Name: Designation:

Seal:

Note: The certificate should be un-conditional.

APENDIX XII: MEMORANDUM OF Understanding

MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM PROPOSAL

(to be executed on appropriate value of Non-Judicial Stamp Paper of Rs 500 as per the Stamp Act Prevailing in the State of Karnataka) DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of 2025 at

Among _____ (hereinafter referred as"") and having office at India Party of the First Part

And

_____ (hereinafter referred as"----------") and having office at India Party of the Second Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Service] through a Concession agreement **AND WHEREAS** the Parties have had discussions for formation of a Consortium for bidding for the said Service and have reached an understanding on the following points with respect to the Parties‟ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. *That M/s _____who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Concession Period. /or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Concession Period.*

2. *That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Concession Agreement. /or That the equity shareholding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified under the Bid documents.*

3. *That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.*

4. *That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Concession Agreement.*

5. *That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:*

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

6. *That the minimum equity holding of each Party (in percentage term) shall be as follows:*

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

7. *That the Parties affirm that they shall implement the Service in good faith and shall take all necessary steps to see the Service through expeditiously. They shall not negotiate with any other party for this Service.*

8. *That the parties shall be jointly and severally liable for execution of the Service.*

9. *That this MoU shall be governed in accordance with the laws of India and courts in [Service State], India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.*

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 2